

**GILLIAND FAMILY TRUST
(Married - Living Trust AB)**

BOOK

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STATE MS. - DESOTO CO.

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CREATION OF THE TRUST

BK 78 PG 274
W.E. DAVIS CH. CLK.

This revocable Living Trust is formed to hold title to real and personal property for the benefit of the creators of this Trust and to provide for the orderly use and/or transfer of such assets during the life of this Trust and upon the demise of the creators of this Trust.

Name of Trust

This Trust shall be known as:

"The Gilliland Family Trust, dated Oct 7, 1992, Tommy L. Gilliland and Cherie Andre Gilliland, Trustors and/or Trustees."

Parties to the Trust

This Trust is entered into by and between Tommy L. Gilliland and Cherie Andre Gilliland of the County of DeSoto, State of Mississippi, hereinafter called "Settlors" or "Trustors" or separately, "Husband" or "Wife", and Tommy L. Gilliland and Cherie Andre Gilliland of the County of DeSoto, State of Mississippi, hereinafter called "Trustees" or "Trustee", and "Beneficiaries" or "Beneficiary" while living.

Trustee Authority to Act Independently

The above named Settlor Trustees shall serve jointly and severally and either shall have full authority for the Trust without the consent of the other, to act independently in performing transactions on behalf of the Trust, except as to transactions involving real property owned by the Settlers which shall require the joint consent and signatures on all sale and transfer documents of both the Settlor/Trustors while they are both living and competent. Notwithstanding the foregoing, property held in any Trust created herein as the separate property of either Settlor shall be solely administered under the authority of the Settlor whose property it is, so long as he or she is living and competent. This authority shall extend to all

powers granted to the Trustees under "Trustee Powers" hereof and shall include the right to contract for and in behalf of the Trust and to execute, negotiate, and compromise such instruments as may be necessary to carry out the purposes and intents of this Trust.

Tax Treatment of Revocable "Grantor Trust"

Pursuant to Settlor Powers of this Trust, the Settlers have the right to amend this Trust in whole or in part and, therefore, while the Settlers are alive, for income tax purposes the Trust shall be treated as a revocable "Grantor Trust" pursuant to Internal Revenue Code Section 676. All items of income and expense related to the assets of the Trust or its operation shall be reported by the Settlers, as if owned by them, on the Settlers' Federal Income Tax Return, Form 1040 and state income tax return, if appropriate.

Use of IRS Employer Tax Identification Number

As long as both husband and wife are living, this Trust is revocable. For income tax purposes, the Settlers must not use the IRS Employer Tax Identification Number assigned to the Trust. Instead, the Settlers shall use either or both of their Social Security Numbers.

Upon the death of a spouse, the Surviving Spouse's Trust A remains revocable and shall be identified by using the Surviving Spouse's Social Security Number _____ (leave blank until death of first spouse). Decedent's Trust B becomes irrevocable, the assets in this Trust should be identified using the IRS Employer Identification Number. The IRS Employer Identification Number _____ will be used when filing the Trust tax return Form 1041. (Enter IRS Employer Tax Identification Number when received.)

Upon the death of both husband and wife, the entire Trust becomes irrevocable by its terms, and assets retained in Trust should be identified by using the IRS Employer Identification Number _____. (Enter IRS Employer Tax Identification Number when received.)

When part, or all, of the Trust becomes irrevocable, a Form 1041 tax return or appropriate alternative form, as specified by IRS regulations, and state income tax return as

appropriate, shall be filed annually for income and expenses relating to assets retained in the irrevocable part of the Trust. All other income and expenses will be reported on the Settlor's Federal Income Tax Return, Form 1040 tax return, and state income tax return, as appropriate.

TRUST PROPERTY

The Trust is intended by the Trustors to be the recipient of all their assets, whether commonly owned, community, quasi-community, separate or joint, as well as the named Beneficiary of all interests of which the Trustors are, or may become, Beneficiaries.

Residence As Homestead - State of Florida

The Settlor(s) reserves the right to reside upon any real property placed in this Trust as his/her (their) permanent residence during his/her (their) life, it being the intent of this provision to retain for the Settlor(s) the requisite beneficial interest(s) and possessory right(s) in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficiary interest(s) and possessory right(s) constitutes in all respects, "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust to the contrary, the Settlers' interest in any real property in which he/she (they) reside(s) pursuant to the provisions of this Trust shall be deemed to be an interest in real property and not personalty and shall be deemed the homestead(s) of the Settlor(s).

Residence As Homestead - State of Texas

The Settlor(s) reserves the right to reside upon any real property placed in this Trust as his/her (their) permanent residence and homestead during his/her (their) life, it being the intent of this provision to retain for the Settlor(s) the requisite rights, beneficial interest(s) and possessory right(s) in and to such real property to qualify for all homestead exemptions and protection from forced sale under the Texas Property Code, the Texas Tax Code, and Article 16, Sections 50 and 51 of the Constitution of the State of Texas. Notwithstanding anything contained in this Trust to the contrary, the Settlers' interest in any real property in which he/she (they) reside(s) pursuant to the provisions of this Trust shall be deemed to be an interest in real property and not personalty and shall be deemed the homestead(s) of the

Settlor(s) unless he/she (they) has/have designated other real property as the homestead pursuant to Chapter 41 of the Texas Property Code.

Property Transferred to the Trust

The Settlers have paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement do hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee their property and may cause the Trustee to be designated as beneficiary of life insurance policies for and in behalf of the Trust and its Beneficiaries. These insurance policies, and any other insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as Beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

Commonly Owned Property

Property transferred to the Trustee by the Settlers which is commonly owned by the Settlers shall remain their commonly owned property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "commonly owned property") shall retain its character as commonly owned property during the joint lifetimes of the Settlers.

Community and quasi-community property transferred to the Trustee by the Settlers shall be their community property, and treated in accordance with laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the Community Estate" or the "community property") shall retain its character as community

property during the joint lifetimes of the Settlor, in spite of any change in the situs of the Trust, subject, however, to the provisions of this Agreement.

Separate Property

Separate property of either Settlor transferred to the Trustee, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the Separate Estate") shall retain its character as separate property of the Settlor who transferred such property to the Trustee, subject to the provisions of this Agreement.

SUCCESSOR TRUSTEE

Upon the death, resignation, or incompetency of a Trustee, the Surviving or Successor Trustee(s) immediately assumes the duties of Trustee and begins managing the Trust according to its terms.

Surviving Trustee

In the event of the death of either Tommy L. Gilliand, or Cherie Andre Gilliand, or if for any reason either ceases to serve as Trustee hereunder, the Trustors nominate and appoint the remaining or surviving original Trustee to serve as sole Trustee hereunder without the approval of any court.

Successor Trustee

In the event of the death of the remaining or surviving original Trustee(s), or if for any reason such person(s) cease(s) to serve as Trustee(s) hereunder, the Trustors nominate and appoint Cherie Gilliand Jones, Brenda Gilliand Tuminello and Susan Gilliand Gatti to serve as Successor Trustee(s) hereunder without the approval of any court.

When more than one person is named with others to act as Successor Co-Trustees and one of the named persons is unable or unwilling for any reason to serve or to continue to serve, and no additional persons are named herein to take the place of such Trustee who is unable or unwilling for any reason to serve or to continue to serve, the Settlor directs that the remaining named Successor Co-Trustee(s) shall continue to serve as Co-Trustees (or if only one remains, Trustee) hereof without the approval of any court.

Successor Co-Trustees Must Act Together

When there is more than one Successor Trustee acting simultaneously with other designated Trustees, the Co-Trustees so serving must act in concert. This provision does not apply to the Settlor(s).

No Bond Requirement

No Trustee shall be required to post bond or any other security for the faithful performance of any duty or obligation of such office.

Resolution of Conflict

Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the persons so chosen shall select another impartial arbitrator whose decision shall be final and conclusive upon all parties. The cost of arbitration shall be borne by the losing party or parties, in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial Arbitration Rules of the American Arbitration Association, 140 West 51st Street, New York, New York, 10200.

No-Contest Clause

Except as otherwise provided in this Trust, the Trustors have intentionally and with full knowledge omitted to provide for their heirs.

If any beneficiary under this Trust, or any legal heir of a Trustor or any person claiming under any of them, singly or in conjunction with any other person or persons, contests in any court the validity of this Trust or any of its provisions or of a deceased Trustor's or Trustor's spouse's last Will or seeks to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions or that such Will or any of its provisions is void, or seeks otherwise to void, nullify, impair or set aside this Trust or any of its provisions, or such Will or any of its provisions, or conspires with or voluntarily assists anyone attempting to do any of those things, then the Trustors and each of them specifically disinherit such contesting person

and all interests given to such contesting person under this trust and/or under such Will shall be forfeited and shall be determined as it would have been determined if the person had predeceased the execution of this Trust and such Will without surviving issue (as to an individual) or were not in existence at the time of such execution (as to an organization).

The provisions of this section shall not apply to any disclaimer by any person of any benefit under this Trust or under any Will.

Litigation

The Trustee is hereby authorized to defend, at the expense of the Trust estate, any contest or other attack of any nature on the Trust or any of its provisions.

Discharge or Resignation of Trustee

The Surviving Settlor shall have the right following the Decedent Spouse's death to discharge the Trustee of any Trust hereunder, which is revocable, including any Successor Trustee, and to appoint a Trustee in his/her place. Discharge of a Trustee shall be by delivery to such Trustee thirty (30) days' written notice of discharge.

The Trustee of any Trust hereunder, including any Successor Trustee, may resign by delivery to all the income Beneficiaries of such Trust of thirty (30) days' written notice of resignation. If no Successor Trustee is named by the Trust, such income Beneficiaries who are adults shall have the right to appoint a Trustee in its place; provided that if no such income Beneficiaries are adults, then such appointment shall be made by the parent or legal guardian of such income Beneficiaries; provided, further, that in the event of a dispute among such income Beneficiaries, their parents or guardians, the majority shall prevail.

A discharged or resigned Trustee shall serve as Trustee until his/her successor shall accept office, and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the Successor Trustee without Court accounting. However, any discharged Trustee shall have authority to apply to a court of competent jurisdiction to ensure that a Successor Trustee is appointed.

In the event the Surviving Spouse serves as Trustee of the Decedent's Trust B, the Surviving Spouse shall have no authority to change the Beneficiary designation on any insurance policies or other property whatsoever held in the Decedent's Trust.

Trustee Compensation

The Settlers shall receive no compensation for their services as Trustee(s).

Any Successor Trustee shall be entitled to reasonable compensation for his or her services, which compensation shall be commensurate with comparable charges for similar services made from time to time by corporate Trustees in the geographic area in which the Trust has its principal situs for administration. The Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the administration of the Trust Estate. No Trustee shall be required to accept compensation for their services. No duty to pay compensation or reimbursement to any Trustee shall arise unless and until that Trustee has submitted a request or billing for compensation or reimbursement.

Competency Clause

The Settlers hereby provide that two (2) designated licensed physicians shall be authorized and empowered to determine the competency of any Settlor or Trustee of this Agreement. One of the physicians to determine competency shall be the attending physician of the Settlor or Trustee whose competency is to be determined. The second physician shall be appointed by said attending physician.

The appointed physicians shall confirm in writing the incompetency or competency of the appointing Settlor or Trustee, and their joint decision thereon shall be binding upon the Settlers, Trustees and Beneficiaries of this Trust.

If a Settlor or Trustee has no attending physician at the time when a determination of their competency is desired, the Settlers and Trustees hereby direct that the Attorney-in-Fact, appointed under the Durable Power of Attorney or similar instrument, of the Settlor or Trustee whose competency to serve as Trustee is to be determined, to name and engage an

attending physician on their behalf. Such physician shall then appoint the second physician and they shall determine competency in accordance with these provisions.

Confirmation of removal or reappointment of any Trustee removed for incompetency by reason of the determination of the appointed physicians or whose recovery and competency to serve as Trustee hereunder has been re-certified by the appointed physicians, may be confirmed by application to a court of competent jurisdiction of the then situs of the Trust.

Settlor Retains Absolute Right as Trustee

The Surviving Settlor shall be the Trustee, unless and until, the Trustee resigns in writing, or is determined incompetent as per the terms herein provided. The Surviving Settlor continues to retain all absolute rights to discharge or replace any Successor Trustee of any portion or share of the Trust which is revocable by the Surviving Settlor, as long as the Settlor is competent.

Description of Powers

The Settlers may, during the joint lives of the Settlers, by signed instruments delivered to the Trustee: change the beneficiaries, their respective shares and the plan of distribution; amend this Trust in any other respect; or, revoke this Trust in its entirety or any provision therein, except as to any share or Trust created herein which has become irrevocable by the terms hereof or by operation of law.

Both Settlers acting as Trustees may, during the joint lives of the Settlers: Withdraw commonly owned and/or the community estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and other Settlor, provided, however, that all or any part of the commonly owned and/or community estate withdrawn by the Settlers shall be delivered to the Settlers as commonly owned and/or community property as appropriate; add commonly owned and/or community property to the Trust; change the beneficiaries, their respective shares and the plan of distribution; amend this Trust in any other respect; or revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation. Both Settlers are authorized and empowered with respect to any property, real or personal, to: assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Settlor,

convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Settlor, invest, lease, manage, mortgage, hypothecate, encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, guarantee the obligations of the Trust, the Settlers personally, or any other person or entity, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset, or do any other related act, all for and in behalf of the Trust or for the Settlers' own accounts or to secure the Settlers' own debts or obligations.

In the event that either Settlor is living and competent, but is for any reason not serving as Trustee of this Trust, they may exercise each and every right and power retained and granted by this Section, "**SETTLOR POWERS**" by signed instrument or instruments delivered to the Trustee.

The Trustee shall hold, administer and distribute the Trust Estate as follows:

Discretionary Powers of Trustee

In exercising discretion hereunder, the Trustee is to consider the needs of the Surviving Spouse, during his or her lifetime, as the primary purpose of the Trust, even if the satisfaction of such needs requires invasion of the entire Trust Estate.

After the death of the Surviving Spouse, the needs of the children shall be paramount to the conservation of the Trust Estate for the benefit of those who will be entitled to the Trust Estate at its termination. The Trustee shall, in exercising the discretion given herein for the benefit of the children or their issue, do so in such a manner as will encourage thrift, industry, and self-reliance to the maximum extent practicable by the respective Beneficiaries, and discourage extravagance or indolence on the part of any such Beneficiary.

Trust As The Beneficiary Of A Qualified Plan Or Account

In addition to all other distributions required or permitted by this Trust Declaration, if the Trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, the Trust is to make the minimum distributions to the Trust Beneficiary in the amount and manner required by Section 401(a)(9) of the Code and any other applicable provision of the Code.

Commonly Owned Property

During the life of the Trustors, the Trustee shall have no more extensive power over any commonly owned and/or community property transferred to the Trust than either spouse would have under the property laws of this state, had this Trust not been created, and this instrument shall be so interpreted to achieve this intention.

The Trustee shall hold, manage, invest and reinvest the commonly owned and/or community estate (if any requires such management and investment) and shall collect the

income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Settlers as follows:

- The Trustee shall pay to, or apply for the benefit of the Settlers, jointly, all the net income.
- The Trustee may pay to, or apply for the benefit of the Settlers, individually and/or jointly, such sums from the principal as in their sole discretion shall be necessary or advisable from time to time for the medical care, welfare and maintenance of the Settlers, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Settlers known to the Trustee.
- Either Settlor may, at any time during the joint lives of the Settlers, and from time to time, withdraw all or any part of the principal of the commonly owned and/or community estate, free of trust, by delivering an instrument in writing, duly signed by him or her, to the Trustee and to the other Settlor, describing the property or portion thereof desired to be withdrawn (although such a writing may be dispensed with where both Settlers are themselves the Trustees). Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlers, as commonly owned and/or community property, free of trust, the property described in such instrument.

Separate Property

The Trustee shall hold, manage, invest and reinvest the separate estate of each Settlor (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Settlers as follows:

- The Trustee shall pay to, or apply for the benefit of the Settlor who contributed such separate estate, all of the net income of such Settlor's separate estate.

- The Trustee may pay to, or apply for the benefit of the Settlor who contributed such separate estate, such sums from the principal thereof as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, welfare and maintenance of such Settlor, taking into consideration to the extent the Trustee deems advisable, any other income and resources of such Settlor known to the Trustee.
- The Settlor who contributed such separate estate may at any time, during the joint lives of the Settlers and from time to time, withdraw all or any part of the principal of such separate estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to such Settlor, as his or her separate property, free of trust, the property described in such instrument.

Incompetency

In the event that a Settlor is adjudicated to be incompetent or in the event that a Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle his or her own affairs, then and in that event, the Trustee may during the joint lives of the Settlers, in addition to the payments of income and principal for the benefit of such Settlor, pay to or apply for the benefit of the Settlor's Spouse such sums from the net income and from the principal of such Settlor's separate estate as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, maintenance and welfare of such Settlor's Spouse, taking into consideration the extent the Trustee deems advisable any other income or resources of the Settlor's Spouse known to the Trustee.

Specific Trustee Powers

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Trustees generally, the Trustee is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this Trust: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Settlor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Settlor, invest, lease, manage, mortgage, hypothecate (by Deed of Trust or other appropriate instrument), encumber, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, exercise all of the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his/her own right, upon such terms and conditions as to the Trustee may seem best, and execute and deliver any and all instruments and do all acts which the Trustee may deem proper or necessary to carry out the purposes of this Trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

The Trustee is authorized to pledge the assets of the Trust to secure the indebtedness of the Settlers.

Securities Authorization

The Trustee is empowered to buy, sell, trade and deal in stocks, bonds, mutual funds and securities of all nature (including "short" sales) and commodities of every nature, and contracts for future delivery of commodities of every nature on margin or otherwise; whether those contracts be in the nature of "puts" or "calls" as such terms are normally understood in the securities industry; and for such purpose to maintain and operate margin and commodities accounts with brokers; and in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, mutual funds, commodities and contracts for the future delivery

thereof, held or purchased by the Trustee, with such brokers for loans and advances made to the Trustee.

The Trustee is empowered to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable.

The Trustee is empowered to engage in listed option transactions (including initiating and closing transactions) of the following nature: Covered Writing, Uncovered Writing, Buying, Spreading and Uncovered Call Writing.

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which any decedent Beneficiary is a participant.

The Trustee shall have the power, unless limited by law, in the Trustees' absolute discretion to hire, employ and retain third parties and managers of Trust assets and to grant to such managers authority to manage, buy, and sell Trust assets at such managers' discretion, provided that in selecting any such manager the Trustees shall exercise the care which persons of prudence, discretion and intelligence employ on their own account and further provided that any such grant of powers to any such manager shall be in writing.

The Trustee is authorized to employ attorneys, accountants, investment advisors, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said manager investment discretion, within the limits prescribed by law, if any. Such appointment shall include the power to acquire and dispose of such assets. The Trust shall be solely liable for the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other related costs or expenses.

If the Trustee elects to appoint an investment manager, the Trustee shall enter into an agreement with each investment manager so appointed, specifying the duties and compensation of such investments manager and other terms and conditions under which such investments manager shall be retained. The Trustee shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advice of any investment manager, with respect to any duties delegated to the investment manager.

The Trustee shall have the power to determine the portion of the Trust assets to be invested pursuant to the direction of a designated investment manager and to set investment objectives and guidelines for the investment manager.

The investment manager shall have the same power to invest and reinvest the assets of the Trust under his/her management that he/she would have if he/she were him/herself the Trustee of the Trust (subject to the guidelines established by the Trustee).

Sub-Chapter S Authorization

It is the Trustors' intent that all Trusts and shares created hereby each qualify as a Qualified Subchapter S Trust ("QSST") for federal tax purposes (if the appropriate election is made) and in any event to conform to the requirements of the provisions of the Internal Revenue Code from time to time existing with respect to the federal income tax treatment of S Corporations and their shareholders with respect to any S Corporation Stock or rights therein. The Trustors intend that the provisions of this Trust, including any power, duty or discretionary authority, be construed to conform to that intent. To the extent that any such provision cannot be so construed with respect to any S Corporation Stock or rights therein, it shall be deemed void as to such Stock or right. In no event shall the Trustee take any action or have any power that will impair the power of such trusts or shares to hold S Corporation stock, and all provisions regarding such trusts shall be interpreted to conform to that objective with respect to any S Corporation Stock or rights therein.

The Trustee is empowered to purchase and sell, directly or indirectly, precious metals, limited partnerships of any type, investment quality gems, rare coins and stamps, and objects of art.

Stock of Professional Corporation

Any professional corporation stock transferred to this Trust by a duly licensed Trustor shall be held, managed and administered by the licensed Trustor as the Stock Trustee for the use and benefit of said licensed Trustor. The Stock Trustee shall have all the powers described in the provision entitled "TRUSTEE POWERS" with regard to such stock. Subject to the remaining paragraphs of this Article, if the professional corporation stock is transferred from the Trust during the lifetime of the licensed Trustor, it shall be transferred only to the licensed Trustor or to a bona fide purchaser for adequate consideration.

The licensed Trustor shall have legal and equitable title to such shares, subject only to any commonly owned or community property interest which the Trustor's spouse may have. Nothing in this Article shall be deemed to limit or otherwise affect said commonly owned or community property interest in the proceeds which may be received from the sale of such stock after the death of the licensed Trustor.

At such time as the professional corporation is no longer engaged in the practice of its licensed profession or if it becomes unable to do so, the stock shall be held by the Trustee(s) named in this Agreement, subject to all the provisions of this Trust Agreement exclusive of this Section, "Stock of Professional Corporation".

Trust Investments

The Trustee shall invest the Trust Estate so that it will produce for the Surviving Spouse, during his or her lifetime, an income or use which is consistent with the value of the Trust Estate and with its preservation.

In case the income or principal payment under any Trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: directly to such Beneficiary; to the legally appointed Guardian of such Beneficiary; to some relative or friend for the care, support and education of such Beneficiary; or by the Trustee using such amounts directly for such Beneficiary's care, support and education.

Reimbursement of Guardian's Expenses

The Trustors do not desire that the Guardian of any minor Beneficiary should incur personal expense for the support of such Beneficiary. The Trustee is authorized to distribute funds from such Beneficiary's Trust share for the purpose of reimbursing such Guardian for reasonable expenses incurred in accommodating such Beneficiary.

Occupancy of Residence

The Trustee may permit any Settlor Beneficiary to occupy rent free any residence constituting a part of the assets of a Trust for such Beneficiary and to pay the real estate taxes thereon, expenses of maintaining said residence in suitable repair and condition and hazard insurance premiums on said residence; provided, however, the Trustee shall not exercise this power in any way which would deprive either Settlor under this Trust of the beneficial enjoyment of the Trust and either Settlor shall have the right to limit, restrict or terminate the Trustee's exercises of this power if it interferes with such beneficial enjoyment.

Either Settlor shall further have the right to sell any residence constituting a part of the Trust estate or Trust B and/or Trust C and buy another of the same or lesser value, or

exchange any residence constituting part of the said Trust estate for another; any excess value not used to acquire the new residence becoming part of the said Trust estate.

Discretionary Dissolution of Trust

If at any time any Trust created hereunder has a fair market value, as determined by the Trustee, of twenty-five thousand (\$25,000) dollars or less, the Trustee, in the Trustee's absolute discretion if the Trustee determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income Beneficiary, the Trustee shall make such distribution to such income Beneficiaries in the proportion in which they are Beneficiaries or, if no proportion is designated, in equal shares to such Beneficiaries.

Valuation of Assets

In making the distributions of any Trust or share created under this Agreement, the judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares of the various Trusts to Beneficiaries by making distribution in cash, or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in his or her sole and absolute discretion deems advisable. The Trustee may sell such property as the Trustee deems necessary to make such division or distribution. After any division of the Trust Estate, the Trustee may make commonly owned investments with funds from some or all of the several shares of the Trust.

Application to Court

If there ever is any need to obtain court approval of any accounting or interpretation of this Agreement, the Trustors direct the Trustee to make such application to any court of

competent jurisdiction, it being the intent of the Trustors that the Court shall not assume continuing jurisdiction.

Insurance

The following provisions apply to insurance held by the Trust or of which the Trust is the Beneficiary.

Policy Owner's Rights - Nothing in this Article shall be construed as limiting the right of either Settlor to dispose of by Will of his or her interest in any life insurance policy on the other Settlor's life that is payable to the Trustee hereunder or as limiting any such right a Settlor may possess in any such insurance policy by virtue of its commonly owned or community property character.

Trustee Held Harmless - The owner of any life insurance policies payable to the Trustee shall have all rights under any such policies, including the right to change the Beneficiary, to receive any dividends or other earnings of such policies without accountability therefore to the Trustee or any Beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to either Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon owner's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee.

Canceling a Policy - If any policy is surrendered or if the Beneficiary is changed, this Trust shall be revoked with respect to such policy. However, no revocation of the Trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in Beneficiary of the policy is accepted by the insurance company.

Policy Options - Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the insured that matures any such policy, the Trustee, in the Trustee's discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to the Trustee and the Trustee shall deliver any policies on the Settlor's life held by the Trustee and payable to any other Beneficiaries as those Beneficiaries may direct.

Insurance Payment Discharge - Payment to, and the receipt of, the proceeds, by the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment.

Suing an Insurance Company - The Trustee need not engage in litigation to enforce payment of any policy without indemnification to the Trustee from the Trust satisfactory to the Trustee for any resulting expenses.

Limitation on Change of Beneficiary - The Trustee shall not have the power or authority to change the beneficiary of any policy of insurance held in any irrevocable trust created under the terms hereof.

PAYMENT OF DEATH COSTS

The Trustee shall see to the payment of all obligations of a deceased Settlor, including costs of final illness, funeral and interment as deemed appropriate by the Trustee.

Discretionary Powers of Trustee

After a Settlor's death, the Trustee, if in his or her discretion deems it advisable, may pay all or any part of such deceased Settlor's funeral and last illness expenses, legally enforceable claims against the Settlor or his or her estate, reasonable expenses of administration of his or her estate, any allowances by court order to those dependent upon such Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of such Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from such Settlor's Executor, Personal Representative or Administrator, from any Beneficiary of insurance upon such Settlor's life, or from any other person. All such payments, except for interest, shall be charged generally against the principal of the Trust Estate includable in such Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof except as follows:

Specific Provisions for Settling Estate

On the death of the first of the Settlers to die, the Surviving Settlor shall allocate and charge the final costs of the death of the first Settlor to die, to Trust A or Trust B, as the Survivor shall deem appropriate. Final costs shall include the costs of final illness, funeral expenses, and any Federal and State taxes. All taxes shall be charged against the Trust estate containing the assets creating the liability. Costs and expenses deducted in computing Federal Estate Tax and/or any state death tax shall be charged against the estate of the decedent Settlor.

On the death of the Surviving Settlor, the Successor Trustee shall charge Trust A with the costs of final illness, funeral expenses, and any Federal and State taxes of the Surviving Settlor.

Written Statement as Evidence

Written statement by the Executor, Personal Representative or Administrator of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments.

Flower Bonds

The Trustee shall see to the redemption of any obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes, if held as part of the deceased Settlor's taxable estate, to the extent of the deceased Settlor's interest therein.

If someone other than the Trustee is charged with the filing of returns and payment of death taxes, then the Trustee may pay over to such person(s) the obligations to be used in payment of taxes and upon receipt by such person(s) the Trustee shall be released from any duty to see to the application thereof.

DEATH OF SETTLOR

Upon the death of either Settlor the Trustee shall divide the Trust Estate into two (2) separate shares. Such division shall include any property which may be added from the deceased Settlor's general estate. One share shall be designated as Survivor's Trust A and the other share shall be designated as Decedent's Marital Share, Trust B.

Survivor's Trust A

Survivor's Trust A shall consist of the Survivor's one-half (1/2) interest in the commonly owned or community property, quasi-community property and all other property of the Trust Estate, and the Separate Property of the Surviving Settlor. Upon creation of this Trust, Survivor's Trust A shall remain revocable during the life of the Surviving Settlor. Upon the death of the Surviving Settlor this share shall become irrevocable.

Any property not allocated to the Decedent's Marital Share, or otherwise allocated by the provisions of this Trust at the death of the first of the Settlers to die, shall be allocated to this Survivor's Trust A.

Decedent's Marital Share

Decedent's Marital Share shall consist of the Decedent's one-half (1/2) interest in the commonly owned property or community property of the Trust Estate, one-half (1/2) interest in the quasi-community property and all other property included in the Trust Estate and the separate property of the decedent Settlor. Decedent's marital share shall be placed into Decedent's Trust B. Upon creation of such Trust share, Decedent's Trust B is irrevocable.

The Trustee shall have the sole discretion to select the commonly owned, community and quasi-community assets or the proportionate share of any such assets which shall be included in the marital share (Decedent's Trust B). The Trustee shall value any asset selected by the Trustee for distribution in kind to the marital share at the value of such asset at the date of distribution to the marital share.

Maximum Marital Deduction

The term "maximum marital deduction" shall not be construed as a direction by the deceased Settlor to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws. This term is used to indicate the Settlers' desire to minimize any tax on the event of the first to die, and it is their wish that the Trustee administer the Trust Estate in such a manner as will result in the largest allowable estate tax marital deduction at the death of the first of the Settlers to die, after funding Decedent's Trust B to the maximum amount which can be allocated to Decedent's Trust B without incurring any Federal Estate Tax.

Disclaimer of Interest

The Surviving Spouse may disclaim their interest in any asset, or portion thereof, which is included in the Trust Estate or any share created by this Trust. Such disclaimer shall be in writing, in such form as may be prescribed by state law, and which may meet the further requirements of the rules and regulations of the Internal Revenue Service for qualified disclaimers. The Surviving Spouse may disclaim their right to income, the right to invade principal (whether by ascertainable standard or otherwise), the right to appoint the residual by amendment to this trust or by testamentary instrument, and any other right or rights, interest or interests and/or portions thereof.

In making the election to disclaim any interest in property, the Surviving Spouse may choose that property to be disclaimed, and such interest or interests therein as they may deem prudent. If a disclaimer extends to the Surviving Spouse's entire interest in an asset, and all rights therein, such asset shall be held, managed, allocated and distributed according to the terms hereof which obtain upon the death of the Surviving Spouse, as if such death had occurred.

If the Surviving Spouse shall not disclaim their entire interest in an asset of the Trust Estate, such partial disclaimer shall act as an amendment of this Trust, and the Trustee shall

abide by the terms, provisions and limitations contained therein. To the extent necessary to comply with the requirements of state or federal law, the Trustee is empowered to make specific amendments to this Trust and its provisions to give effect to the terms of a qualified disclaimer by the Surviving Spouse, except that no such amendment(s) may amend any Trust that has become irrevocable due to the death of a settlor.

Division of Marital Share

The marital share shall be divided and administered as follows: an amount equal to the exemption equivalent available by reason of the unified tax credit available under Internal Revenue Code Section 2010 or any successor or modified version of that Section shall be placed in Decedent's Trust B and shall be administered under the terms of Trust B as hereinafter set forth (Decedent's Trust B), and any amount of the marital share exceeding the amount allocated to Trust B shall be administered under the terms of Trust A as hereinafter set forth.

The assets allocated to Decedent's Trust B shall include amounts held by the Decedent Spouse in IRA or other retirement plans, and which have been disclaimed in favor of said Trust B by the Surviving Spouse. As to such assets in Trust B, the terms of Trust B shall be irrevocable, and the Surviving Spouse shall be the irrevocable lifetime beneficiary thereof. The Successor Trustee is given the authority by the Trustors to amend the said Trust B as necessary to conform it to the appropriate laws and regulations, now and in the future, that apply to a trust named as a beneficiary of such a retirement account, so as to retain all options for the settlement thereof as if the Surviving Spouse were the direct beneficiary, as may be prescribed by the Internal Revenue Code and related laws and regulations.

Decedent's Trust B

Decedent's Trust B shall be composed of cash, securities or other property of the Trust Estate having a value equal to the largest amount that, after allowing for the unified credit against the federal estate tax and the state death tax credit against such tax (but only to the

extent that the use of such state death tax credit does not increase the death tax payable to any state), will not result in a federal estate tax being imposed on the estate of the deceased Settlor.

Notwithstanding the foregoing, if the decedent Settlor is a non-resident, non-citizen of the United States at death, then all of the Marital Share shall be allocated to Survivor's Trust A.

Use of Trusts A and B - Simultaneous Death

If both Settlers should die under circumstances which would render it doubtful as to which Settlor died first, half of the commonly owned and/or community assets and all of one of the Settlor's separate property shall be allocated and transferred to Trust A, and the other half of the commonly owned and/or community assets and all of the other Settlor's separate property shall be allocated and transferred to Trust B. Assets so allocated shall be administered in accordance with the terms for each Settlor's share, as their interests appear.

If any non-Settlor beneficiary and a Settlor should die under circumstances which would render it doubtful as to which died first, the Settlor or the non-Settlor beneficiary, it shall be conclusively presumed that said non-Settlor beneficiary predeceased such Settlor by (60) sixty days.

SURVIVOR'S TRUST A

Survivor's Trust A shall be held, administered and distributed as follows:

Revocable

This Survivor's Trust A remains revocable by the surviving Settlor as long as they live. The surviving settlor may also grant such interests in the property and income from this Survivor's Trust A as they may determine at any time, and from time to time. The surviving Settlor may change the beneficiaries of this Survivor's Trust A by any legal means, including, but not limited to: amendment to this Trust, by grant of rights or equities in the subject property, by outright gift, and by testamentary disposition.

Right to Income

Commencing with the date of the Predeceased Spouse's death, the Trustee shall pay to or apply for the benefit of the Surviving Spouse during his or her lifetime all the net income from Trust A in convenient installments but no less frequently than quarterly.

Right to Principal

In addition, the Trustee may pay to or apply for the benefit of the Surviving Spouse such sums from the principal of Trust A as in its sole discretion shall be necessary or advisable from time to time for the medical care, maintenance and welfare of the Surviving Spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Spouse known to the Trustee.

Right to Withdraw Principal

The Surviving Spouse may, at any time during his or her lifetime and from time to time, withdraw all or any part of the principal of Trust A, free of trust, by delivering to the Trustee an instrument in writing, duly signed by the Surviving Spouse, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall

thereupon convey and deliver to the Surviving Spouse, free of trust, the property described in such instrument.

Control of Assets

The Surviving Spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The Surviving Spouse may further require the Trustee to invest part, or all, of this share of Trust assets for the purpose of maximizing income rather than growth, or growth rather than income.

Right to Change Beneficiary

The Surviving Spouse retains the right to change the Beneficiaries of Trust A.

Distribution of Residual of Trust A

The balance of the principal of Trust A shall be distributed in accordance with the provisions specified in the section of this Trust titled "ALLOCATION AND DISTRIBUTION OF TRUST ASSETS".

Decedent's Trust B shall be irrevocable and shall be held, administered and distributed as follows:

Payment of Income

Commencing with the date of Predeceased Spouse's death, the Trustee shall pay to or apply for the benefit of the Surviving Spouse during his or her lifetime all the net income from Trust B in convenient installments, but no less frequently than quarterly.

Payment of Principal

The Trustee may pay to, or apply for the benefit of, the Surviving Spouse, during his or her lifetime, such sums from the principal of Trust B as in the Trustee's sole discretion shall be necessary or advisable from time to time for the health care, education, support and maintenance of the Surviving Spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Spouse known to the Trustee.

Other Payments

In addition to the income (paid under "Payment of Income" above) and discretionary payments of principal (paid under "Payment of Principal" above) from this Trust, there shall be paid to the Surviving Spouse, during his or her lifetime, from the principal of this Trust, upon the Surviving Spouse's written request, during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the amount of five thousand (\$5,000) dollars or five (5%) percent of the aggregate value of principal for such fiscal year, whichever is greater. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this Paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

Control of Assets

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The Surviving Spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The Surviving Spouse may further require the Trustee to invest part, or all, of this share of Trust assets for the purpose of maximizing income rather than growth, or growth rather than income.

Distribution of Residual of Trust B

The balance of the principal of Trust B shall be distributed in accordance with the provisions specified in the section of this Trust titled "**ALLOCATION AND DISTRIBUTION OF TRUST ASSETS**" as constituted and provided on the date of the death of the first of the Settlers to die.

ALLOCATION AND DISTRIBUTION OF TRUST ASSETS

The Trustees shall allocate, hold, administer and distribute the Trust assets as hereinafter delineated.

Upon Death of the First Settlor

Upon the death of the first Settlor, the Trustee shall make any separate distributions that have been specified by the deceased Settlor. The Trustee shall also take into consideration the appropriate provisions of this section.

Upon the Death of Both Settlers

Upon the death of the Surviving Spouse, the Trustee shall hold, administer and distribute the Trust in the following manner.

Personal Property Distribution

The Settlers request the Trustee to abide by any **memorandum** by the Settlers directing the disposition of personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, the personal and household effects of the Settlers shall be distributed with the remaining assets of the Trust Estate.

Support and Education

At any time prior to the division of the Trust into shares as hereinafter provided, or prior to distribution if divided, the Trustee may, at his/her sole and absolute discretion, provide such sums as shall be necessary or advisable, for the care and maintenance, medical needs, and education of any Primary Beneficiary. This provision shall also apply to the issue of a deceased Primary Beneficiary (as hereinafter designated).

The Trustees are further authorized, in their sole and absolute discretion, to provide such sums as shall be necessary or advisable, for the furtherance of worthwhile personal, professional or business goals, and if deemed appropriate by the Trustee, to provide such reasonable sums for a partial or complete down-payment on a home of any Primary Beneficiary, provided, however, such aid or support shall be charged against the share of the Beneficiary receiving it, and that no such aid or support shall in any way diminish the benefits available to any other Beneficiary. Such provision shall also apply to the issue of a deceased Primary Beneficiary of the Settlers.

The Trustee(s) shall record such extraordinary distributions that are made under this provision in Schedule A.

Gifts or Loans

The Trustees shall reduce a Beneficiary's share by any gifts or loans as shown in Schedule A.

Handicapped Beneficiaries

As used in this section, the term "Handicapped Beneficiary" and any variations thereof and references thereto, shall mean any beneficiary of this Trust who has been determined by a court of competent jurisdiction to be incompetent or unable to adequately manage his or her affairs. Additionally, the Trustee may make a determination, in accordance with the procedures for determining the competency of a Trustee, of the incompetency of any beneficiary. The interests of all such beneficiaries shall be governed by these provisions for Handicapped Beneficiaries.

Handicapped Beneficiaries shall not have any discretionary rights of a beneficiary with respect to this Trust, or with respect to his or her share or portion thereof. The Trustees shall hold and maintain such incompetent beneficiary's share of the Trust Estate in trust and shall,

in the Trustees' sole discretion, distribute for and provide for such beneficiary as provided for in this trust for benefits to minors, and under the section "Support and Education".

Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a Beneficiary, and Trustee if so named, of this Trust if such aid is jeopardized by reason of the individual's status as a Beneficiary or Trustee. Likewise, they shall cease to be a Beneficiary or Trustee if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section "Handicapped Beneficiaries", would have been the share of such incompetent or handicapped person shall be retained in Trust for as long as that individual lives. The Trustee, at the sole discretion of the Trustee, may utilize such funds for the individual as specified under the section "Support and Education". All income from such share, not otherwise utilized for the purposes of this Trust share, shall be added to the principal thereof annually. While the Trustees hold Trust property available for the benefit of any handicapped beneficiary, it is the intent of the Trustors, and they direct that the Trustee(s), in their sole and absolute discretion, provide life enrichment benefits for that handicapped beneficiary which will not cause the loss of any Governmental benefit to which that beneficiary would otherwise be entitled. Such benefits may include: training to develop skills and abilities, special needs, transportation, educational support, tutoring, adaptive vocational skills training, home and residential adaptation assistance, and any other programs to provide "life enrichment" as may be permitted by law. Upon the death of this individual the residual of this share shall be distributed as otherwise specified in the Trust.

If such individual recovers from incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual

shall be reinstated as a competent beneficiary after 60 days from such recovery, and the allocation and distribution provisions as stated herein shall apply to that portion of the Trust Estate which is held by the Trustee subject to the foregoing provisions of this section.

Upon the death of a Handicapped Beneficiary who otherwise would have been a Beneficiary of this Trust, any allocation of the Trust Estate held in Trust which would otherwise have inured to the benefit of said Handicapped Beneficiary shall be distributed to his or her issue, if any, per the provisions titled "Allocation of Trust Assets" and "Distribution of Trust Assets" herein.

Each share shall be distributed or retained in Trust as hereinafter provided.

Primary Beneficiaries

Unless otherwise herein provided, upon or after the death of the Surviving Settlor, the Primary Beneficiaries of this Trust are Cherie Gilliand Jones, Brenda Gilliand Tuminello and Susan Gilliand Gatti.

Allocation of Trust Assets

Upon the death of the husband, and after his debts and other obligations and provisions of the Trust Estate have been satisfied, the Trustee shall allocate from his share of the Trust Estate as hereinafter specified.

The Trustee shall allocate the Trust Estate as then constituted to provide the following:

Twenty-five thousand dollars (\$25,000) of the Trust Estate shall be allocated to Cherie Gilliand Jones, outright.

Twenty-five thousand dollars (\$25,000) of the Trust Estate shall be allocated to Brenda Gilliand Tuminello, outright.

Twenty-five thousand dollars (\$25,000) of the Trust Estate shall be allocated to Susan Gilliand Gatti, outright.

If a named beneficiary is not living and shall leave issue then living, then such designated share shall be allocated equally to such issue on a per stirpes basis, and not per

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capita and shall be distributed in accordance with the provision titled "Per Stirpes". If there is no issue, such share shall be allocated proportionately among the remaining above named beneficiaries.

Each share shall be distributed or retained in trust as hereinafter provided.

Upon the death of the Surviving Settlor, and after the debts and other obligations of the Trust Estate have been satisfied and any special distributions and retentions have been made, the Trustee shall allocate the balance of the Trust Estate as then constituted to provide the following:

One-third (1/3) of the Trust Estate shall be allocated to Cherie Gilliand Jones.

One-third (1/3) of the Trust Estate shall be allocated to Brenda Gilliand Tuminello.

One-third (1/3) of the Trust Estate shall be allocated to Susan Gilliand Gatti.

If a named beneficiary is not living and shall leave issue then living, then such designated share shall be allocated equally to such issue on a per stirpes basis, and not per capita and shall be distributed in accordance with the provision titled "Per Stirpes". If there is no issue, such share shall be allocated proportionately among the remaining above named beneficiaries.

Each share shall be distributed or retained in trust as hereinafter provided.

Distribution of Trust Assets

Upon the death of the Surviving Settlor, The Trustee shall distribute that part of the Trust Estate allocated to the Primary Beneficiaries of the Settlers outright as soon as is practicable. Any share allocated to the issue of a deceased Primary Beneficiary of the Settlers shall be distributed as specified in the Provision titled "Per Stirpes".

Per Stirpes

After division into shares pursuant to the paragraph "Allocation of Trust Assets" above, if a Primary Beneficiary or the issue of a deceased Primary Beneficiary predeceases complete distribution of his or her share, then the undistributed balance of such share shall be allocated

and distributed as herein provided in the sections entitled "Allocation of Trust Assets" and "Distribution of Trust Assets". Any share allocated to the issue of a deceased Primary Beneficiary shall be distributed in the following manner: when such an heir (issue of a deceased Primary Beneficiary) attains the age of twenty-five (25) years, the Trustee shall distribute to such Beneficiary one-third ($1/3$) of the principal of his or her share as then constituted; and when an heir (issue of a deceased Primary Beneficiary) attains the age of thirty (30) years, the Trustee shall distribute to such Beneficiary one-half ($1/2$) of the principal of his or her share as then constituted; and when an heir (issue of a deceased Primary Beneficiary) attains the age of thirty-five (35) years, the Trustee shall distribute to such Beneficiary the undistributed balance of his or her share. If an heir (issue of a deceased Primary Beneficiary) has already attained age twenty-five (25), age thirty (30) or age thirty-five (35) at the time this Trust is divided into shares, the Trustee shall, upon making the division, distribute to such Beneficiary one-third ($1/3$), two-thirds ($2/3$) or all of his or her share, respectively. If no provision has been made in the sections entitled "Allocation of Trust Assets" and "Distribution of Trust Assets" for the disposition of a trust share in the event such trust share cannot be distributed to the designated beneficiary because the designated beneficiary predeceases distribution, or for any other reason, then the balance of such trust share shall be allocated to the issue of the designated beneficiary and held, administered and distributed in accordance with the provisions of this section, "Per Stirpes."

Intestate Succession

If at the time of the Surviving Spouse's death, or at any later time prior to final distribution hereunder, all the Settlers' issue are deceased and no other disposition of the property is directed by this Trust, then and in that event the then remaining property of this Trust shall be distributed to the Settlers' heirs by right of intestate succession, except that no amounts shall be allocated or distributed to the parents, brothers and/or sisters of the Settlers.

Charity

If no such heirs are extant, then the Trustee is directed to distribute the property to qualified nonprofit charitable organizations identified in Schedule B. If no such charity is identified in Schedule B, the Trustee shall select appropriate nonprofit charitable organizations for distribution of the Trust Estate.

The following general provisions apply to the entire Trust Agreement.

Intention to Avoid Probate

It is the intention of the Trustors to avoid probate through the use of this Trust Agreement. If, however, the Trustee(s) of this Trust and the Executor(s) or Personal Representative(s) of the estate of either or both Trustors shall mutually determine that it shall be in the best interests of the Beneficiaries of the Trust, and the beneficial interests of the Beneficiaries shall not thereby be altered, the Trustee(s) may subject any asset to probate to accomplish a result unavailable without probate (e.g. to bar future creditor claims).

Annual Accounting

Any non-Trustor Successor Trustee shall render an annual accounting to the Beneficiary or Beneficiaries of the Trust not more than one hundred twenty (120) days following the close of the fiscal year of the Trust.

Partial Invalidity

If any provision of this Agreement is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

Headings

The headings of this Agreement are for convenience only and are not a part of the text.

Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

Spendthrift Provisions

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Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the Beneficiary of any Trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said Beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any Beneficiary.

Last Illness and Funeral Expense

On the death of any person entitled to income or support from any Trust hereunder, the Trustee shall be authorized to pay the funeral expenses and the expenses of the last illness of such person from the corpus of the Trust from which such person was entitled to income or support.

The Glossary of Terms covers four basic categories: Trustee, Child or Children, Internal Revenue Code Terminology and Commonly Owned Property.

Trustee

Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

Child or Children

For the purposes of this Trust, "children" means the lawful blood descendants in the first degree of either or both Settlers; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted while a minor, that person shall be considered a child of such adopting parent and such adopted child and his issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

Internal Revenue Code Terminology

As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," and any other word or words which form the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Settlor's estate. Reference to

sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of such Settlor's death.

Commonly Owned Property

As used herein, the words "commonly owned property" refer to all property of the Trustors which is held by either or both of them together with each other or together with others, but as a part of the property of this Trust. Such property may be held using any designation permitted under the laws of the jurisdiction where the property is located. Such property shall include property held by the Settlers as Trustees, or as husband and wife under the laws of the jurisdiction where the property is located, any other legal situs of this Trust, or where the Trustors reside.

The Trust is created in its State of execution; however, it is intended to be effective in all states and foreign jurisdictions where it owns property of any kind or value.

Situs of Trust

The situs of the Trust Estate may be transferred from Mississippi to such other jurisdiction within the United States as the majority of the income Beneficiaries may designate only with the approval of the Trustee. While the situs of the Trust is in Mississippi, Mississippi law will govern the Trust provisions.

Recordation of Trust Provisions

This Trust Agreement, as executed by the Trustors, and acting in their capacities as Settlers and Trustees, shall not as a matter of course be recorded as a public document.

Termination of Trust

Notwithstanding anything herein to the contrary, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of the Surviving Settlor and any other Beneficiary or Beneficiaries named or defined in this Trust living on the date of the Predeceased Spouse's death, when the Trustee shall distribute each remaining Trust hereunder to the Beneficiary or Beneficiaries of the current income thereof; and if there is more than one Beneficiary, in the proportion in which they are Beneficiaries; or if no proportion is designated, in equal shares to such Beneficiaries.

Agreement Between Parties

This is to witness that I, Tommy L. Gilliland, and I, Cherie Andre Gilliland, have read the provisions of this Trust and understand the provisions therein, and it is our intent to enter into this Trust as husband and wife, contracting with each other regarding our commonly owned, separate, and community property.

IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind Tommy L. Gilliland and Cherie Andre Gilliland as Trustors, and Tommy L. Gilliland and/or Cherie Andre Gilliland as Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust as well as their successors and assigns.

Dated at Memphis, Tennessee, Oct 7, 1992.

TRUSTORS:

Tommy L. Gilliland
Tommy L. Gilliland

Cherie Andre Gilliland
Cherie Andre Gilliland

TRUSTEES:

Tommy L. Gilliland
Tommy L. Gilliland

Cherie Andre Gilliland
Cherie Andre Gilliland

Tommy L. Gilliland
Tommy L. Gilliland

Cherie Andre Gilliland
Cherie Andre Gilliland

ss.

{ STATE OF TENNESSEE

{ COUNTY OF SHELBY

On Oct 7, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Tommy L. Gilliland and Cherie Andre Gilliland, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Quita L. McCarthy
NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

MY COMMISSION EXPIRES SEPT. 17, 1996

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 28th day of July, 1998, within my jurisdiction the within named, TOMMY L. GILLIAND AND CHERIE ANDRE GILLIAND, who acknowledged that they are TRUSTEES FOR THE GILLIAND FAMILY TRUST, DATED OCTOBER 7, 1992, and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires: June 18, 2000

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This instrument prepared by Tommy L. Gilliland
725 White Oak Southaven, MS 38671 349-0667

[illegible]

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CHARITABLE DISTRIBUTIONS

[illegible]

The percentage of charitable contributions should be expressed as a percent of your total gift, regardless of what portion of your estate such total may represent. For Example: if you wanted to gift equally to the American Heart Association and the American Cancer Society, you would show -

"American Heart Association
"American Cancer Society

50%
50%

BOOK
Mr. and Mrs. Tommy L. Gilliland
725 White Oak
Southaven, Mississippi 38671

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LETTER OF INTENT and DECLARATION OF GIFT

As part of our estate plan, we have established a Revocable Living Trust. We have transferred property into the Trust and in the future we will take property out and put it into the Trust as we desire. It is our intent that all property held in the Trust be our commonly owned or community property, subject to the laws governing joint ownership. In confirmation of this intent, we make the following declaration:

1. All property held by the undersigned in the Trust known as: **The Gilliland Family Trust**, dated Oct. 7, 1992, **Tommy L. Gilliland and Cherie Andre Gilliland, Trustors and/or Trustees** is the commonly owned or community property of the said Trustors unless otherwise designated by writing in the Trust documents, or in the manner in which title is held in the Trust.
2. All property which is the separate property of either Trustor has been and will be so designated in writing and signed by the Trustors.
3. Any property in the said Trust which had its origin as separate property, or which cannot be traced as to its origin, is the commonly owned or community property of the Trustors. If any question should arise, it is the intent of each of the Trustors to gift, in consideration of their mutual love and affection, so much of any disputed property to the other as is necessary to create joint ownership in both Trustors. This gift is intended and made as and when any asset is placed into the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Letter of Intent and Declaration of Gift this date: Oct. 7, 1992.


Tommy L. Gilliland


Cherie Andre Gilliland

ss. { STATE OF TENNESSEE
COUNTY OF SHELBY

On Oct. 7, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Tommy L. Gilliland and Cherie Andre Gilliland, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: MY COMMISSION EXPIRES SEPT. 17, 1994

MY COMMISSION EXPIRES SEPT. 17, 1994

